

**Rules and Contract
for
Certification and Approval for
Measures Installed against PAS
2030, and Competent Person (CPS)
Scheme**

BLUEflame
certification

Introduction

Blue Flame Certification Ltd operates PAS 2030 (and throughout this document refers to 2017 Edition) and Competent Persons Schemes with Accreditation awarded by the United Kingdom Accreditation Service (UKAS). The Schemes requirements are documented within the Schemes Standards; PAS 2030 (improving the energy efficiency of existing buildings), Green Deal Code of Practice Version 5 as issued by the Department of Business, Energy and Industrial Strategy (BEIS), Conditions of Authorisation (and throughout this document refers to 2016 Edition) as set out by the Department for Communities & Local Government (DCLG) under Schedule 3 of the Building Regulations which allows companies to self-certify work under (CPS, the Minimum Competence Requirements for work undertaken through Competent Persons Schemes Approved under Schedule 3 of the Building Regulations (England and Wales) [commonly referred to as the MCR document], and BS EN ISO/IEC 17065 (and throughout this document refers to 2012 Edition) with reference to PAS 2031 (and throughout the document refers to 2017 Edition) Certification of Energy Efficiency Measure (EEM) installation services.

PAS 2030 Installer Scheme (PAS 2030)

This Scheme provides Certification and Approval for companies that are, and continue to be on an on-going basis, assessed as being competent to install and Certify Energy Efficient Measures (EEM) and compliant against the requirements of PAS 2030 (please refer to **Annex 1** of this Rules and Contract document for details)

Competent Persons Scheme (CPS)

This Scheme provides Certification for companies that are, and continue to be on an on-going basis, assessed as competent to install and self-certify that the work as described within the terms of their approval is compliant with the requirements of Building Regulations (please refer to **Annex 2** of this Rules and Contract document for details)

1. Application for Certification

- 1.1. Application for certification must be made by submitting a fully completed and signed application Form GD 01 for PAS 2030 and GD01a for CPS. Applications for any extensions to scope must be made on Form GD 43. In signing the application form the company enters into an Agreement as detailed in this document.
- 1.2. Applications will be reviewed and may be declined prior to assessment in which case Blue Flame Certification will inform the applicant of the reasons.
- 1.3. Companies (including Sole Traders) wishing to achieve certification and approval under the Schemes as described above must allow access at all reasonable times to Blue Flame Certification, its employees and to UKAS representatives for the purposes of assessment to achieve initial certification and approval, surveillance at periods determined by Blue Flame Certification Limited, Re-Certification at periods as defined by the specific Scheme, and any other associated activities such as complaint/appeals investigations.
- 1.4. These Rules and Contract, together with the pro-forma Invoice for advance payment will be submitted to you as an applicant. A returned signed copy and appropriate Fees must be paid prior to commencement of the Approval, surveillance or re-certification processes as detailed on the submitted pro-forma Invoice under covering letter Form GD40 or GD41 for a scope extension.
- 1.5. By receipt of payment for services as 1.4 above and return of the countersigned copy of this document the Company confirms adherence to the requirements of the Scheme(s) for which they are seeking approval or hold approval and/or Registration.
- 1.6. Any Payments received by Blue flame Certification for the provision of Certification Services for the Competent Person Scheme for initial approval prior to Site visits and/or on-going Surveillance in the case of non-close out of any reported non-conformities will be non-refundable.

2. Certification, Self-Certification, Listing and Identification

- 2.1 Certification and database listing will be provided in accordance with the requirements of the appropriate Scheme.
- 2.2 Certification under the CPS Scheme will be demonstrated by the issue of a Blueflame Certification Certificate of Approval indicating the scope of Approval (measures/technologies awarded) and for PAS 2030 a Certificate of Approval will also be issued both of which are valid for a three (3) year period that will be subject to review by Blueflame Certification from the results of on-going

Annual Assessments, any complaints received etc.

- 2.3 For CPS Registrants a Membership card will be issued describing the work types the Registrant is approved for, photograph of the Registrant, the Blueflame Certification Number and date of expiry.

3 Maintaining Approval and Certification

Continuing Certification and approval as a PAS 2030 Installer or Registrant under the CPS Scheme is subject to satisfactory on-going Assessments which are conducted in accordance to the appropriate Standards as described in Annexes 1-2.

General Conditions

- 3.1 During any period of Approval and Certification against PAS 2030 or as a Competent Person, you must inform Blueflame Certification, without delay, of any changes; for example: company name/registration/communication details, changes of personnel, financial status or any other circumstances.

- 3.2 Blueflame Certification will issue a new Certificate on the expiry of initial Certification, or when details on the Certificate are no longer valid, subject to payment as described within Clause 1.4 and satisfactory results from ongoing annual assessment visits or Monitoring.

If a Member or Registrant requires a duplicate Certificate of Approval or Identification card, Blueflame Certification will levy a Fee.

If a duplicate Certificate of Approval or Identification card is required due to an error on the part of Blueflame Certification these will be provided free of charge.

- 3.3 Installers/Registrants wishing to extend their scope of approval via additional PAS 2030 measures/technologies or Competent Person Scope, may apply either verbally or by correspondence to Blueflame Certification. An extension to Scope Application Form GD 43 will be submitted for completion and on return an Invoice will be submitted. If the extension application is requested to proceed a site audit will be arranged for the measures/technologies to be added where required.

If the audit confirms successful outcomes an additional Certificate of Approval will be issued.

- 3.4 Installers/Competent Person Scheme Registrants requesting a reduction of approved scope will have an addendum made to their current Approval or Surveillance Report as appropriate as a record of reduction of their scope of approval. A confirmation letter will be issued requesting the return of the current Certificate of Approval and on receipt of this an amended document will be issued. National and Blueflame Certification databases will be informed accordingly.

4 Termination of Certification/Approval

- 4.1 Certification/Approval may be terminated by the failure of a certificate holder/member to pay any fees arising, by the certificate holder/member voluntarily withdrawing from a Scheme, as a result of mandatory improvement actions being identified during surveillance assessments and not being addressed or via unsatisfactory outcomes from investigation of complaints. Certification/approval may be terminated in the event that the Terms and Conditions in clause 6 are not being met.

- 4.2 If suspension of certification/approval is instigated after the raising of Improvement Action Reports (IAR's), the approved Installer/CPS Registrant must submit the required and necessary information requested for evaluation within 14(fourteen) days from notification of suspension. If such required information is not provided within the 14(fourteen) days period Certification/approval will be withdrawn.

- 4.3 If the termination of certification/approval is as a result of a decision by Blueflame Certification, the certificate holder will be informed of the reasons in writing.

- 4.4 In the event that Certification/Approval is terminated or expired, the certificate holder/approved Registrant shall return any certificate of approval, and/or card, that has not expired to Blue Flame Certification, shall remove all use of the Blue Flame Certification logo and the Green Deal Approved Installer Mark, shall refrain from claiming certification or Registration under the Green Deal/Competent Person Scheme(s) and shall take all reasonable steps not to make misleading claims regarding the scope of work

that had been covered by certification.

4.5 In the event of a non-compliance with Building Regulations referral to the local Authority Building Control may be required as detailed within Annex 2 of this document.

5. Appeals

5.1 Approved and certificated Companies can appeal to Blueflame Certification against any decision in respect of their application or Certification.

Any decision not to issue or withdraw Certification or results of a formal complaint investigation may be appealed against.

Appeals must be notified to Blueflame Certification in writing addressed to the Scheme Manager (address below) and a remittance of £200 submitted which will be refunded if the appeal is successful.

If the Appellant holds current and appropriated Certification/Approval he/she will remain Certificated/Registered until the outcome of the Appeal is known.

Registrants have the right to representation at an Appeal hearing after notifying Blueflame Certification that they wish to be represented.

Representation may be a friend, colleague, trade union representative or legal counsel.

The Appeal must be notified in writing to the Scheme Manager of Blueflame Certification within thirty (30) days of a complaint decision.

Blueflame Certification will convene an Appeals panel, consisting of the Scheme Manager and a member of the Governing and Impartiality Board nominated by the Chair with the date notified to the Appellant in writing.

The Registrant has the right to object to any member of the Panel and Blueflame Certification will re constitute an alternative. The Appeal will be held within thirty (30) days of receipt of request from the Appellant with the results notified in writing to the Appellant within five (5) days after the close of the Appeal hearing.

The Registrant has a final right of Appeal against the initial Appeals findings and an Independent arbiter will be appointed to mutual agreement, whose decision will be final.

6 Blueflame Certification General Terms and Conditions

6.1 You will be granted a non-exclusive licence to use the Blueflame Certification logo in relation to the Blue Flame Certification Schemes provided that such use is limited to the scope of your PAS 2030 Approval/CPS Registration and Certification. You are permitted to use the PAS 2030 Approved Installer Mark subject to clause 9 below. Your right to use the logos will continue until certification is terminated in accordance with clause 8.

6.2 You must comply with any guidance provided by Blueflame Certification. You must not engage in any Activity or practice which may result in public criticism of us, our or the Green Deal/Competent Person Schemes.

6.3 Certification/approval may be terminated by immediate written notice to you if:

6.3.1 you cease to participate in our or the Green Deal/Competent Person Scheme(s)

6.3.2 you fail to pay any outstanding Invoice within the time period specified on the Invoice

6.3.3 you go into liquidation or an administrative receivership or if a receiver and manager or administrator appointed for you or your assets or you enter into a voluntary arrangement with your creditors or suffer any similar insolvency process or process which affords you protection from your creditors

6.3.4 you endanger the validity of our logos

Note: committing a breach of these Terms, will result, for the PAS 2030 Green Deal Scheme, the sub-sub licence for use of the PAS 2030 Green Deal Mark to be withdrawn.

7. All Approval and assessment fees are for a full 12 month period regardless of your trading status.
8. Termination of Certification/approval will not affect any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling your obligations which accrued prior to termination.
9. If for whatever reason Certification/approval is terminated, to protect the reputation of Blue Flame Certification and ensure its continued operation:
 - 9.1 you must immediately cease use of our logos or marks,
 - 9.2 you must not purport to be associated with the Blueflame Certification Scheme and must not make negative comments about Blueflame Certification, or PAS 2030 Green Deal/Competent Person Schemes.
- 10 Blueflame Certification may enjoy the benefit and enforce the terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
 - 10.1 Please note that in entering into this agreement you give permission for Blueflame Certification to carry out a credit and companies house check on your business.
 - 10.2 Blueflame Certification will handle your data in accordance with the Data Protection Act 1998. Data will be used from certification and registration purposes and your details may be shared with central and local Government departments or government appointed scheme operators or as required by law if it is relevant to your scope of Certification/approval. For the operation of the Schemes, Blueflame Certification will share your details with any consumer protection scheme authorised under the schemes. Blueflame Certification Ltd may share your data within the Blueflame Certification Group of companies.
11. Blueflame Certification confirms that it will make available upon request (adhering to the Data Protection Act 1998) the following information:
 - ✚ Details of Installer/CPS approvals (or parts of approval),suspended or withdrawn
 - ✚ Confirmation that the details as outlined above have been submitted to the GDOrb(Gemserv) for inclusion within the National Databases of PAS 2030 Green Deal and Register of Competent Persons
 - ✚ Confirmation that a complaint(s) has been received and/or investigated
 - ✚ Upon request confirmation that an Installer is in possession of Blue Flame Certification approval, or otherwise, for the PAS 2030 Green Deal (Measures or Technologies)/Competent Persons concerned
 - ✚ Any other information confirmed by the approved Installer/Competent Person that such information may be made available to the Public Domain.
12. CPS Registrants shall provide financial protection to consumers for a minimum of six (6) years from the date of completion of work to dwellings to enable correction of work (work which has been self-certified under the Blueflame Certification CPS Scheme) which is non-compliant with Building Regulations where the Registrant cannot do so eg: due to no longer trading. In the case where Registrants are sub contractors to a main contractor such liabilities lie with the main contractor to me for new house warranties.



Contacts:

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Department of Business, Energy and Industrial Strategy

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SW1H 0ET
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**Green Deal
Oversight & Registration Body- Gemserv**

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London,
EC3M 3BE
Tel: +44 (0)207 090 1000

W <http://gdorb.decc.gov.uk/>

Department for Communities and Local Government

2 Marsham Street
London
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W <https://www.gov.uk/government/organisations/department-for-communities-and-local-government>

THIS CONTRACT is made on the XX day of XXXXXXXX 201x (the "Contract")

BETWEEN:

- (1) **Blue Flame Certification Ltd.** (company registration number **5182566**) whose registered office is at **6 Marsh Parade, Newcastle under Lyme, Staffordshire, ST5 1DU (correspondence address Unit 26 Chatterley Whitfield Enterprise Centre, Chatterley Whitfield, Stoke on Trent, Staffordshire, ST6 8UW** ("the Certification Body") and
- (1) [**GREEN DEAL/COMPETENT PERSON*** *delete as appropriate] (company registration number **[NUMBER]**) whose registered office is at **[ADDRESS]** ("the client"), Company Registered Name and (if applicable) Company Trading name and address.

These Scheme Rules and Contract have been entered into on the date stated above:

Signed by the Parties' authorised representatives:

For and on behalf of:
Blue Flame Certification Limited

Signature: 

Name: Richard Payne

For and on behalf of:
XXXXXXXXXXXXXXXXXX

Signature:

Name:

Title: Scheme Manager

Title:

ANNEX 1
PAS 2030 Green Deal Scheme**Assessment for Approval and Certification****1 PAS 2030**

The assessment will be conducted in accordance with the current issues of the following standards, PAS 2030, PAS 2031, BS EN ISO/IEC17065 and the BEIS Code of Practice

- 1.2 Blueflame Certification will supply a copy of the BEIS Code of Practice, and when approval is granted all PAS 2030 approved Installers will be informed when any Standards or Codes of Practice are amended.
- 1.3 Assessment will cover both the company's office management and quality system and on site work, which may be in progress or post completion and must be as a minimum one installation for each area of work being applied for. For External Wall Insulation, Internal Wall Insulation and Hybrid Wall Insulation work these works must be witnessed during their installation. The Installation location can contain multiple measures for assessment.
- 1.4 The duration of assessments will depend on the number of measures applied for and the sites required to be visited to acquire sufficient evidence of compliance.
- 1.5 If areas for improvement (mandatory or recommended) are identified during assessment further visits may be required to clear and close them out unless they are of a nature that can be addressed by correspondence.
- 1.6 An initial assessment, scope extension and re-approval may result in a recommendation by the assessment team for approval/continuation of approval.

This recommendation will be subject to independent review by Blueflame Certification who will make the final decision.
- 1.7 PAS 2030 approved Installers operatives will be required to produce Identification carrying the Green Deal Mark and details of which measure they are approved to install.
- 1.8 Blueflame Certification will provide the Green Deal Oversight Body (Gemserv) details of Installers it has approved and certificated for inclusion into the National Database of Approved PAS 2030 Installers.
- 1.9 PAS 2030 measures, must be notified to Blueflame Certification within 7 days of the work being completed, including confirmation whether the installation was commissioned directly by the customer, through a Green Deal Provider or any other funded route.

A pro-forma Spreadsheet will be made available by Blueflame Certification for this purpose.

2. Maintaining Approval and Certification (Annual Assessment)

- 3.1 Site visit audits(on an annual basis) will follow the requirements as laid down below:

➤ Installers certified and approved prior to PAS 2030:2017

If after 1(one) year of operations no major non-conformities(as described in Clause 4 below) are identified, Installers approved to earlier editions of PAS 2030 will be subject to Surveillance at a reduced rate, for their approved measures, of Surveillances as per Table 1below, subject to a minimum of 1(one) Surveillance per approved measure.

This reduced rate of Surveillance will be continued until 1(one) or more major non conformities have been identified subject to the restrictions on reduced rate of Surveillance as set out in Table 1 below.

➤ **Installers receiving first certification and approval to PAS 2030:2017**

Installers achieving their first certification and approval against the requirements of PAS 2030:2017 will be subject to Surveillance at the Standard Rate (as Table 1 below) for 2(two) years after which if no major non conformities have been identified, they can be subject to Surveillance at the reduced rate of Surveillance as appropriate to the relevant Tier in Table 1 subject to a minimum of 1(one) Surveillance per approved measure.

This reduced rate of Surveillance will be continued until 1(one) or more major non conformities have been identified subject to the restrictions on reduced rate of Surveillance as set out in Table 1 below.

In the event that 1(one) or more major non conformities(as described in Clause 4 below), the Installer will be returned to the standard Surveillance rate for the appropriate measure as Table 1 until 2(two) years without major non conformity(as described in Clause 4 below) have been achieved.

TABLE 1 Surveillance rates by Tier

Measure Tier (allotted as Table 2)	Standard Surveillance Rate (distributed as Table 2)	Reduced inspection rate* (distributed as Table 2)
Tier 1	1%	1%
Tier 2	5%	3%
Tier 3	7%	4%

Note to above table: *reduced Surveillance will be applied not before 1(one) year of standard Surveillance with not more than 3 minor non Conformities (as described in Clause 4 below) **AND** with not less than 3 installations subject to Surveillance at the standard Rate.

TABLE 2 Measure Surveillance Tier allotment and Surveillance distribution

2.1 Category BFM(Building Fabric Measures)								
Measure	Measure Type	Measure Reference	Current Annex	Surveillance Tier	Pre-Install Surveillance%	Mid-Install Surveillance%	Post-Install Surveillance%	Floating%
Cavity Wall Insulation including that installed in party walls	As measure	BFM.1	B1	2	30	15	35	20
Draught Proofing	As Measure	BFM.2	B2	1	Not Specified			
Energy Efficient glazing and doors including replacement insulating glass units(IGU)	As Measure	BFM.3	B3	1	Not Specified			
External Wall Insulation	1.Site rendered external wall insulation systems	BFM.4.1	B4	3	25	40	20	15*
	2.Pre-Finished external wall insulation systems	BFM.4.2						
Flat Roof Insulation	As Measure	BFM.5	B5	3	20	40	20	20
Floor Insulation	As Measure	BFM.6	B6	3	20	40	20	20
Hybrid wall insulation	As Measure	BFM.7	B7	3	25	40	20	15*
Internal Wall Insulation	As Measure	BFM.8	B8	3	25	40	20	15*
Loft Insulation	1.Roll Insulation	BFM.9.1	B9	2	30	0	50	20**
	2.Blown Insulation	BFM.9.2						
Pitched Roof Insulation	As Measure	BFM.10	B10	3	20	40	20	20
Solar Blind, Shutters and Shading Devices(internal and external)	1.Mechanically operated devices	BFM.11.1	B11	1	Not specified			
	2.Electrically operated devices	BFM 11.2						
Room in Roof Insulation	As Measure	BFM.12	B12	3	20	40	20	20
2.2 Category BSM (Building Service Measures)								
Chillers	As Measure	BSM.1	C1	1	Not specified			
Condensing Boilers, natural gas-fired and liquefied petroleum gas-fired(domestic and non domestic)	As Measure	BSM.2	C2	1	Not specified			
Condensing Boilers, oil fired (domestic and non domestic)	As measure	BSM.3	C3	1	Not specified			
Flue Gas Heat Recovery Devices	Devices for use with gas fired condensing boilers(domestic scale)	BSM.4	C4	1	Not specified			
Heating System Insulation	As Measure	BSM.5	C5	1	Not specified			
Heating ,Hot Water system, Air Conditioning or Ventilation system controls and components	1.Heating and hot water system controls(domestic)	BSM.6.1	C6	1	Not specified			
	2.Heating and hot water system controls(non domestic)	BSM.6.2						
	3.Air conditioning controls	BSM.6.3						
	4. Ventilation controls	BSM.6.4						
	5.Low energy circulator pumps	BSM.6.5						
	6.Loe temperature radiators and fan convectors	BSM.6.6						
Hot water Systems	1.Domestic hot water systems	BSM.7.1	C7	1	Not specified			
	2.Non Domestic hot water systems	BSM.7.2						
Mechanical Ventilation with heat Recovery	1.Domestic Ventilation systems with heat recovery	BSM.8.1	C8	1	Not specified			
	2.Non Domestic Ventilation systems with heat recovery	BSM.8.2						

Radiant Heating	Natural gas-fired and liquefied petroleum gas-fired radiant heating systems	BSM.9	C9	1	Not specified
Underfloor Heating	Hydraulic (wet) systems*	BSM.10	C10	2	Not specified
Warm Air heating	1.Natural gas-fired and liquefied petroleum gas-fired warm air heating systems	BSM.11.1	C11	1	Not specified
	2.Oil-fired warm air heating systems	BSM.11.2			
	Note: Electric warm air heating systems are included under the measure electric storage heaters(see Annex D1of PAS 2030:2017				
Water efficient taps and showers	As Measure	BSM.12	C12	1	Not specified
2.3 Category BSE (Building Services Electrical)					
Electric Storage Heaters(including electric warm air heating units that incorporate heat storage)	1.Domestic electric storage heaters	BSE.1.1	D1	1	Not specified
	2.Non Domestic electric storage heaters	BSE.1.2			
	3.Domestic electric storage heaters with warm air heat distribution	BSE.1.3			
	4.Non domestic electric storage heaters with warm air heat distribution	BSE.1.4			
Light fittings, lighting systems and lighting system controls	• Domestic	BSE.2.1	D2	1	Not specified
	• Non Domestic	BSE.2.2			
Variable speed drives for fans and pumps(non domestic)	As Measure	BSE.3	D3	1	Not specified

Notes to Table 2

Note 1.* Distribution of floating element restricted to pre-installation and mid-installation only.

Note 2.**Distribution of floating element restricted to pre-installation and post-installation only.

See also note to Table 1 re: reduced Surveillance

2.3 The interval between site audits of certificated installations will be undertaken at 12 months (-2 +4) months from the date of Approval.

3. Green Deal Mark Authorised User Agreement

3.1 In signing the Application and Contract form(s) the named installation company enters into an Agreement for the use of the Green Deal Mark (via the sub-sub licence issued by Blueflame Certification) until such time that certification is withdrawn or the Agreement is terminated under clause 3.8 below.

3.2 The Green Deal Mark to be utilised by approved Green Deal Installers (as shown in the Guidelines for use of the Green Deal Mark) is the property of the Secretary of State for Business, Energy and Industrial Strategy (BEIS) who holds all copyright and goodwill associated with the Green Deal Mark. The Blueflame Certification mark (as shown in this document) belongs to us.

3.3 The Secretary of State has licensed the use of the Green Deal Mark to Blueflame Certification. In this Agreement we are licensing the use of the Green Deal Mark to you by way of your signatory verification of the sub-sub licence.

3.4 Subject to the payment of fees as described in this document for services relating to initial approval, annual Surveillance and re-certification, we hereby grant you a non-exclusive licence to use the Green Deal Mark in Great Britain, Northern Ireland and the Isle of Man. You agree that any such use will be in accordance with the terms and conditions set out in this Agreement and the Green Deal Brand Guidelines a copy of which will be provided by Blueflame Certification and can also be seen at <http://gdorb.decc.gov.uk/>

3.5 We reserve the right to withdraw, substitute or add to the Green Deal Mark if it can no longer be used or if we, or the Secretary of State, in their sole discretion, determine such withdrawal, substitution or addition will be beneficial to the Green Deal Scheme. If this happens you will not be eligible for any compensation and the use of any substituted or additional marks shall be governed by the terms of this agreement.

3.6 You will keep us informed in a timely manner of all cases of actual or alleged infringement, misuse or

misrepresentation concerning or connected with the Green Deal Mark of which you become aware.

- 3.7 When installing equipment under a valid certificate issued by us you warrant to us that you will comply with the Installation Standards applicable at the time of that installation.
- 3.8 We may terminate this Agreement by immediate notice in writing to you and without being liable to you for payment of compensation if:
- 3.8.1 you commit a material breach of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being given written notice by us to do so;
- 3.8.2 you repeatedly breach any of the terms of this agreement in such a manner as to reasonably justify our opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement;
- 3.8.3 you fail to comply with the Installation Standards and having been notified in writing by us of the requirement to do so fail to take (at your cost and within a reasonable time) (i) remedial action in respect of such failures as have already occurred and (ii) pre-emptive measures to ensure that such failures do not recur after the receipt of such notification;
- 3.8.4 you suspend or threaten to suspend payment of your debts or you are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
- 3.8.5 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors or a petition is filed, a notice is given, a resolution is Passed, or an order is made, for or in connection with your winding up or for the appointment of an administrator over any of your assets;
- 3.8.6 you cease or threaten to cease to carry on business;
- 3.8.7 you challenge the validity of any quality mark
- 3.8.8 we, for any reason, cease to have the right to grant licences in respect of the Green Deal Mark;
- 3.8.9 Upon the termination of this agreement you shall cease to use the Green Deal Mark, remove or obliterate it from all points of use and do nothing which might lead any person to believe that you are still licensed to use the Green Deal Mark.
- 3.8.10 We are required by BEIS and to the terms of our Accreditation awarded by the United Kingdom Accreditation Service (UKAS) to monitor your performance and to make sure that you are complying with the terms of this Agreement and the Brand Guidelines. To allow us to do this we reserve the right to inspect your premises your record keeping and the quality of your work. You agree that you will fully cooperate with us in this monitoring process, including allowing our representatives access to your business premises at reasonable times and upon reasonable notice having been given.

4, **Minimum Technical Competencies (MTC's)**

MTC requirements for work undertaken through this PAS 2030(Green Deal Scheme) can be found in the current version of PAS 2030.

ANNEX 2 COMPETENT PERSONS (CPS) SCHEME**1. APPLICATION**

1.1 Applicants (business or sole trader) shall provide a minimum level of insurance cover commensurate with the range and scope of work for which they are approved and must include:

Financial protection (possible mechanisms include guarantees, insurance-backed warranties or, where appropriate, professional indemnity insurance) to consumers for a minimum of six (6) years from the date of completion of work to dwellings to enable correction of work (work which has been self-certified under the Blueflame Certification CPS Scheme).

- Public liability insurance of not less than £2M
- Professional Indemnity Insurance of not less than £2M or as appropriate to their scope of work.

The company must demonstrate a minimum of one installation for each work area being applied for certification and within scope of Blueflame Certification Accreditation scope, and a site inspection will be required for each of the areas of work applied for and meet the Minimum Competence Requirements for work undertaken through Competent Persons Schemes Approved under Schedule 3 of the Building Regulations (England and Wales) [commonly referred to as the MCR document].

The Fee(s) for Registration and annual Re-Registration will be detailed within the Pro-Forma Invoice submitted at each stage of Registration processes. Fees for the notification of works are detailed by accessing Blueflame Certification Website www.blueflamecertification.com or by contacting Blueflame Certification.

2 Self Certification

2.1 The Blueflame Certification CPS Registrant must:

- ✚ Notify all completed work within 20 calendar days of completion of the work to Blueflame Certification for which the company is approved that comes under the Building Regulations for the purposes of notifying the local building control body and to enable the issue of a Compliance Certificate by Blueflame Certification to the consumer.
- ✚ Blueflame Certification's Compliance Certificate will only be issued for work that the Registrant is certificated and approved for utilising the trading address and registered/trading title (as appropriate) as recorded against Registrants details by Blueflame Certification.
- ✚ It is recommended that any Contract between Registrants and consumers are written to include a provision that they will rectify any work that is non-compliant with the Building Regulations for a minimum of six (6) years.

3. Maintaining Approval and Certification

3.1 The Registrant will be subject to annual inspection of notified installations representative of the areas of work for which they are approved and certificated for a period of two years subsequent to successful initial assessment and thence, subject to a satisfactory track record, on a Risk assessed basis.

This will involve a minimum of one (1) on-site assessment of each existing Registrants work every three (3)

Years where they have a clean track record.

3.2 Continuous Professional Development

Registrants may keep up to date with measures/technology specific/amendments/changes/updates by accessing Blueflame Certification Website www.blueflamecertification.com which will help to maintain MTC's for their CPS Approved Technologies.

3.3 Where areas for improvement are identified, Blueflame Certification shall require the Applicant or Registrant to provide evidence of correction. Where any areas for improvement are not corrected Blueflame Certification may suspend/withdraw or not award the approval of the Registrant.

Note: Additional assessments (at registrants cost) may be requested if substantiated complaints are received or as a result of a significant number of areas for improvement being identified during Assessment.

4. Sanctions

Blueflame Certification has the right to suspend or withdraw Registration under its CPS Scheme of any Registrant by way of giving notice in writing for any of the reasons as detailed below:

- ✚ The Registrant fails to notify Blueflame Certification of any installation that it has completed.
- ✚ The Registrant fails or refuses to undertake corrective and remedial work for any installation it has undertaken where work is required following any inspection/surveillance by Blue flame Certification or any complaint from a consumer.
- ✚ The Registrant in the opinion of Blue flame Certification has a record of failure(s) to comply with Building Regulations applicable to their scope of Registration with due cognisance to the number of installations that have been notified, the number of any non-compliances and numbers/details of consumer complaints.
- ✚ The Registrant fails to respond to required payments related to the terms and scope of their Registration with Blue flame Certification CPS Scheme.
- ✚ It is ascertained that the Registrant made a false declaration during Application/Approval/Surveillance/Re-approval processes as applied by Blue flame Certification.
- ✚ The Registrant commits a breach of these Scheme Rules and Contract.
- ✚ The Registrant does not comply with Blue flame Certification Complaints/Appeals procedure which is available by accessing Blueflame Certification Website www.blueflamecertification.com.
- ✚ The Registrant fails to maintain its Warranty obligations.
- ✚ The Registrant becomes insolvent or enters into voluntary or compulsory liquidation.
- ✚ The Registrant commits any act of bankruptcy

Registrants may Appeal against any decision made by Blueflame Certification relating to the above descriptors as described within Clause 5 page 3 of this document.

5. Competent Persons Scheme Monitoring

5.1 We are required by DCLG and to the terms of our Accreditation awarded by the United Kingdom Accreditation Service (UKAS) to monitor your performance and to make sure that you are complying with the terms of this Agreement and the Conditions of Authorisation. To allow us to do this we reserve the right to inspect your premises, your record keeping and the quality of your work. You agree that you will fully cooperate with us in this monitoring process, including allowing our representatives and, if requested, representatives of UKAS, access to your business premises at reasonable times and upon reasonable notice having been given.

6. Technical Helpline

Registrants requiring Technical advice relating to the work types for which they are approved and Registered under the Blueflame Certification CPS can obtain such advice by contacting:

T. 0845 194 90 31

or

cps@blueflamecertification.com

The advice given in regards to technical help through the technical helpline system is based on verbal or written communications received and provided to Blueflame Certification to the Registrant.

Blueflame Certification Ltd cannot be held responsible for any decisions made by the registrant or any other third party as a result of information provided via the helpline system and cannot be held responsible for the actual work carried out by any employee and / or contractor employed or utilised by the Registrant in relation to the said information.

Save for the use by the Registrant in deliverance of its business activities, neither the whole nor any part of any verbal or written information provided, nor reference thereto may be included in any document, statement or circular, nor published in any way without the written approval of a Blueflame Certification Director as to the form and context in which it will appear.

7. Minimum Technical Competencies (MTC's)

MTC's required for work undertaken through this CPS Scheme can be found at <http://www.gov.uk/competent-person-scheme-current-schemes-and-how-schemes-are-authorised#how-schemes-are-authorised>.

8. Competent Person (CPS) Financial Protection Requirements.

- 8.1 The approved and Certificated Registrant must offer financial protection (possible mechanisms include guarantees, insurance-backed warranties or , where appropriate, professional indemnity insurance) to all consumers against any defective design and/or Installation work carried out by the registrant, where the work comes under the requirements of the Building Regulations. This does not include any failure of product which is outwith of the Manufacturer's Product Guarantee that cannot be attributed to design defects or any installation work carried out by the approved and certificated Registrant. Financial protection will be deemed appropriate if the fund supporting it is of a size commensurate with the risks involved and the consumer has direct access to it even if Blueflame Certification is no longer running a CPS scheme.
- 8.2 Any work that has been notified but does not meet Building Regulations must be rectified by the Registrant in accordance with these Scheme and Contract Rules.
- 8.3 This financial protection only covers rectification of work that is not compliant and does not cover any other associated costs, liabilities or any other loss(es) incurred. This Financial protection does not replace the approved and certificated Registrant's obligations to the consumer. It is the responsibility of the Registrant to make its customer(s) aware of such arrangements.
- 8.4 The Registrant must complete at the time of Installation handover documentation as appropriate to the measure or technology installed to the customer upon completion. This may include but not be limited to, a Benchmark document or Manufacturer's Warranty Card etc.